

# 2012 Commercial Efficiency Program

## Existing Building Rebate Application, Version 1.2



LIPA's Commercial Efficiency Program offers rebates to commercial, industrial, institutional, educational, municipal or multi-family building customers who install qualifying energy efficient equipment. Rebates require pre-approval.

### Customer Information

LIPA Account No:		Rate Code:	
Account Name:		Tax ID #:	
Facility Address:		City:	Zip:
Mailing Address: (If different than above)		City:	Zip:
DBA:		Business Phone:	
Contact Name/Title:		Cell Phone:	
E-Mail Address:		Fax:	
Organization Type:	<input type="radio"/> Government <input type="radio"/> Not Incorporated <input type="radio"/> Incorporated <input type="radio"/> Not for Profit (include form)	Building Size (sq ft):	
Building Type:	<input type="checkbox"/> College <input type="checkbox"/> Hospital <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Other (specify below)		
	<input type="checkbox"/> Grocery <input type="checkbox"/> Hotel <input type="checkbox"/> Religious <input type="checkbox"/> School		
	<input type="checkbox"/> Health <input type="checkbox"/> Manufacturing <input type="checkbox"/> Restaurant <input type="checkbox"/> Warehouse		
Application Type: (Check all that apply)	<input type="checkbox"/> Chiller <input type="checkbox"/> Cool Roof <input type="checkbox"/> Kitchen Equipment <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other (Custom Rebate - specify below)		
	<input type="checkbox"/> Compressed Air <input type="checkbox"/> HVAC <input type="checkbox"/> Lighting <input type="checkbox"/> VFD <input type="checkbox"/> New Equipment <input type="checkbox"/> Replacement Equipment		
	<input type="checkbox"/> Check here if applying for LEED certification and incentives		

### Contractor Information

Contractor Name:		Check here if Assigning Rebate:	<input type="checkbox"/>
Contractor Address:		City:	Zip:
Contact Name/Title:		Business Phone:	
Tax ID #:		Cell Phone:	
E-Mail Address:		Fax:	

### Rebate

Enter Total Rebate Amount (Calculated on appropriate worksheet): \$ \_\_\_\_\_

#### Certification Statement:

Customer has read, understands and agrees to be bound by the Terms and Conditions set forth herein, and agrees to abide by them. By participating in this program, Customer agrees on behalf of itself and any successor in interest or assignee that LIPA obtains and/or retains ownership of all rights to existing and future emission credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the ECMs. Customer certifies that the information provided in the herein is true and accurate. Customer further certifies that the energy saving products described herein have or will be installed in the facility indicated above and will not be resold. As specified herein, Customer agrees to permit LIPA to: (1) verify the purchase invoices and product installations and (2) upon request, install and remove load-monitoring equipment at the facility. Customer acknowledges that the rights and obligations in this application shall be binding upon assignees, successors and future owners of the facility. Customer agrees to include restrictions contained in this agreement in any leases, sales, contracts, or other similar documents relating to the use and ownership of the facility. Customer acknowledge that, consistent with LIPA's Efficiency Long Island program policies and procedures, LIPA may pro-rate a rebate or incentive (the "Rebate") if the Customer purchases less than its full electric requirements from LIPA. Customer further acknowledges that LIPA may require the Customer to repay all or a portion of the Rebate received if, within five (5) years of receipt of the Rebate, the Customer ceases purchasing its full electric requirements from LIPA or increases its use of electric power from non-LIPA sources at the facility, other than through the Long Island Choice Program.

Customer Name: \_\_\_\_\_  
(Print)

Customer Signature: \_\_\_\_\_  
*Or duly authorized representative*

Date: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application Number: \_\_\_\_\_

LIPA USE ONLY  
LIPA PM: \_\_\_\_\_  
LIPA Representative: \_\_\_\_\_

Processed by: \_\_\_\_\_  
Appl. Version: 05.01.12\_1.2

LIPA USE ONLY

# 2012 Commercial Efficiency Program

## Terms and Conditions



### 1. Rebates

- Subject to these Terms and Conditions, The Long Island Power Authority and/or its subsidiary, the Long Island Lighting Company db/a LIPA (hereinafter referred to individually or collectively as "LIPA"), will pay rebates to eligible Customers (hereinafter "Customers") for the installation of Energy Conservation Measures ("ECMs") listed on LIPA's Commercial Efficiency Program (CEP) application forms.
- ECMs are those electric conservation measures identified as such in program materials issued by LIPA and other site-specific Custom or Whole Building Design Measures that are approved by LIPA. The installation of ECMs and other site-specific Custom or Whole Building Design Measures will be referred to as ("Project") in these Terms and Conditions.
- All ECMs must be new equipment and installed by licensed contractors where required by code and/or law.

### 2. Customer Eligibility

- The LIPA Commercial Efficiency Program ("Program") is available to all non-residential electric customers in the LIPA "Service Area," which includes Nassau and Suffolk counties and a portion of Queens County known as the Rockaways.
- By participating in this Program, Customer agrees that LIPA obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

### 3. Pre-Approval and Pre-Installation Survey

- LIPA will not pay any rebates unless LIPA pre-approves the ECMs proposed by the Customer and completes, to LIPA's satisfaction, a pre-installation survey of the Customer's facilities, unless LIPA has expressly waived such pre-approval/inspection requirement.

- LIPA reserves sole discretion to approve or disapprove of any proposed ECMs.

### 4. Post-Installation Verification

- LIPA will not pay any rebates until it has performed, to LIPA's satisfaction a post-installation verification of the installation, unless LIPA has expressly waived such post-installation verification requirement. If LIPA determines that the ECMs were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, LIPA reserves the right to require changes before making any rebate payments. LIPA will not pay rebates until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals and operator training.

### 5. Customer Application and Analysis

- In addition to completing the application, the Customer may be required by LIPA to provide an analysis of the demand and energy reduction potential of the proposed ECMs. In some cases, a Professional Engineer licensed in the state of New York must prepare the analysis. Nameplate data may be required at LIPA's discretion.
- LIPA may review the Customer's application and analysis to make an independent determination of the energy saving and demand reduction potential. LIPA reserves the right to reject or modify any calculations, based on LIPA's own analysis.

### 6. Site-Specific Custom Measures

- LIPA will only approve of those site-specific Custom ECMs that LIPA believes have cost-effective energy and/or demand reduction potential. In any case, LIPA reserves sole discretion to approve or disapprove of payment of rebates for any such proposed ECMs.

### 7. Rebate Amounts

- Before pre-approving any rebate amounts requested by the Customer, LIPA reserves the right to adjust the rebate amount.
- Once a rebate amount is pre-approved, LIPA will pay the customer no more than the installed cost of the ECM, or the pre-approved rebate amount, whichever is less.
- LIPA reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differ from the pre-approved amounts.
- Notwithstanding any other provision of these Terms and Conditions, LIPA reserves the right to a refund of any rebates paid if, at any time, it learns that any agreed to ECMs were not actually, or properly installed, or have subsequently been disconnected.

- Custom Applications – The approved rebate cannot exceed LIPA's electric savings benefits, as determined by LIPA through its analysis of the project.
- LIPA reserves the right to withhold payment or to award the rebate in the form of a bill credit. Customers in arrears at the time of rebate payment may not be eligible to receive a rebate.
- The UL classification of Energy Verification Services (EVS) for the appropriate product classification is required. LIPA reserves the right to withhold rebate payments for or disqualify any ECMs that do not carry the Underwriter's Laboratory (UL) Classification Mark or, with the written consent of LIPA, an equivalent independent efficiency and product safety certification organization.

### 8. ECM and Installation Proof of Payment

- The Customer must provide copies of all invoices (including itemization of all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The invoices shall include a breakdown of all ECMs purchased for installation under the Program. In addition, LIPA may require any other reasonable documentation or verification of the cost to the Customer of purchasing and installing the ECM. LIPA may require invoices from Customer's contractor to determine the price paid by the contractor (including any discounts or rebates) for the ECMs. For custom ECMs, LIPA reserves the right to use the contractor's reasonable costs in order to determine the correct rebate amount.
- LIPA may require copies of the construction specifications, including relevant ECMs, provided to the construction/installation contractors for certain Projects. LIPA may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by LIPA, provide a copy of the as-built drawings and equipment submittals for the facility.
- Title to all of the equipment purchased under this agreement shall rest with the Customer.

### 9. Installation Service Costs Recognized

- LIPA will recognize installation costs only to the extent that they are determined by LIPA to be reasonable and actually incurred by the Customer.

### 10. Contractor Shared Savings Arrangements

- If Custom ECMs are being installed by Customer's contractor under a "shared savings" contract or other situation where the customer's contract is not based upon the price of installed equipment, LIPA reserves the right to determine the cost of purchasing and installing the ECMs based on the reasonable retail costs in purchasing the equipment and installing the ECMs.

### 11. Date of Rebate Payments

- LIPA expects to pay the rebate within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; and (3) LIPA has verified equipment and installation costs and satisfactory installation of the ECMs, all in accordance with the specifications. (4) All documents required by the application have been received by LIPA.

### 12. Replacement of Burn-Outs

- Customers who install energy-efficient lighting ECMs are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

### 13. Monitoring and Evaluation Follow-up Visits

- LIPA reserves the right to make a reasonable number of installation follow-up visits to Customer's Facility during the 24 months following the actual completion date noted on this application. Such visit(s) are not meant to inconvenience the Customer, LIPA, and the Customer agrees to provide access (b) The purpose of the follow-up visit(s) is to provide LIPA with an opportunity to review the operation of the ECMs for program evaluation purposes.

### 14. Limited Scope of Review

- LIPA is under no obligation to: (1) make follow-up visits, (2) review the operation of the ECMs, or (3) make any suggestions of any kind to the Customer. The scope of review by LIPA of the design and installation of the ECMs is limited solely to determining whether Program conditions have been met. It does not include any kind of safety review.

### 15. Changes in the Program

- LIPA may change the program and the Terms & Conditions at any time without notice. LIPA, however, will process pre-approved applications, to completion under the Terms & Conditions in effect at the time of the pre-approval.
- LIPA reserves the right, for any reason, to stop pre-approving ECMs at any time without notice. In particular, LIPA is not obligated to pre-approve any application for a rebate that may result in LIPA exceeding its program budget.
- The Program described in the application may be altered, suspended, or canceled by LIPA at any time without prior notice. Under such circumstances, the Customer is not entitled to any Program benefits in excess of those approved prior to such action by LIPA. Submission of a completed application does not entitle the Customer to program participation. Entitlement to Program participation can only occur after LIPA has signed a copy of the application and granted pre-approval.

### 16. Payments Assignable to Contractors

- The Customer may direct that rebates be paid directly to the Customer's contractor. This request must be made expressly in writing.

### 17. Publicity of Customer Participation

- LIPA may publicize the Customer's participation in the Program, the results, the amount of rebates paid to the Customer, and any other information which reasonably relates to the Customer's participation.

### 18. Installation Schedule Requirements

- Where there is no deadline indicating otherwise on the application, LIPA may terminate the application and any approved rebate if the Customer is not engaged in installation of the pre-approved ECMs by the end of one year from the date LIPA approves Customer's application.

### 19. Limitation of Liability and Indemnification

- LIPA's liability is limited to paying the approved rebates. Neither LIPA, nor its affiliates, subsidiaries, Manager, employees, consultants, agents and contractors ("LIPA Parties") shall be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this application or the Program.

- The Customer shall protect, indemnify, and hold harmless LIPA, and the LIPA Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against LIPA, and the LIPA Parties resulting from, arising out of, or relating to the Program.

### 20. No Warranties

- LIPA does not endorse, guarantee, or warrant any particular manufacturer or product, and LIPA provides no warranties, expressed or implied, for any product or services.
- The Customer acknowledges that neither LIPA nor any of the LIPA Parties are responsible for assuring that the design, engineering and construction of Customer's Project or that the installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. LIPA does not make any representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

### 21. Customer Must Pay All Taxes

- The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring any benefits and paying any associated taxes.

### 22. Pre-Approval Letter

- After an application is approved by LIPA's authorized executive, the Customer will receive written notification of the pre-approved rebate amount and the date that the ECMs must be fully installed to qualify for rebate payments. Any ECMs installed prior to the issuance of LIPA's written authorization will be deemed as an unauthorized installation and LIPA will have no obligation to pay rebates for those ECMs.

### 23. Vendor Selection

- It is the Customer's responsibility to select a vendor to perform the work indicated on the Customer's Application.

### 24. Removal of Equipment

- The Customer agrees, as a condition of participation in the Program, to remove and dispose of all equipment being replaced by the ECMs and further agrees to carry out such removal and disposal in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in the Service Area of LIPA.

### 25. Miscellaneous

- These Terms and Conditions and program requirements outline the conditions under which LIPA will pay rebates. These Terms and Conditions are subject to change at LIPA's discretion.
- If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- The Customer's acceptance of final payment releases LIPA from all claims and liabilities to the Customer, and its representatives or assigns.

# 2012 Commercial Efficiency Program

## Existing Building Guidelines



### Rebate Guidelines

- \* New construction and major renovation projects are not eligible
- \* Only Common Areas of Multi Family buildings qualify under the CEP
- \* Pre-approval is required
- \* Pre inspection is required
- \* Post-inspection is required
- \* If the proposed equipment is listed in the measure-specific eligibility tables, the rebate amount will be determined according to corresponding worksheet, one of which must be completed for each measure type

The following worksheets are stand alone: Air Conditioning Retrofit, Lighting Retrofit

- \* If the proposed equipment is not listed in any measure-specific eligibility table, refer to the Custom/Custom Retrofit Eligibility requirements and documentation and contact a LIPA Rep or LIPA's Infoline at 1-800-692-2626. Rebate eligibility and amount will be calculated on a case by case basis
- \* Equipment that qualifies for more than one type of rebate category may be eligible for multiple rebates (for instance an air conditioner with a factory installed VFD qualifies for both the AC rebate and the VFD rebate); Contact a LIPA representative or the LIPA infoline at 1-800-692-2626.
- \* Eligible equipment may be updated or modified regularly. Check [www.lipower.org/commercial/efficiency/programs](http://www.lipower.org/commercial/efficiency/programs)
- \* Where eligible products are required to be listed with an approved rating agency (i.e. ENERGY STAR; CEE), products must be installed and used in accordance with the rating condition for which it was approved
- \* Measure-specific eligibility requirements and deadlines apply. See appropriate Eligibility Requirements for each application type.
- \* Total rebates will not exceed total project cost
- \* If submitting electronically, applicant must either submit an e-mail in lieu of signature or provide a hard copy with signature (fax, .pdf, printed original, etc.)

### Program Requirements/Steps to Participate

- \* Before you purchase and install equipment, send the following to LIPA to receive your Pre-Approval Letter:
- \* Completed Customer Information section of application and appropriate worksheets. (Incomplete applications will not be accepted)
- \* Submit required documents (see Required Documents Check sheet)

For Electronic Submissions e-mail documents to:

[Retrofit@lipower.org](mailto:Retrofit@lipower.org)

Each required document must be a separate file (no zipped files)

Applications must be saved as: EBAp\_<<<customer Name>>MMDDYYYY.xls

For Hardcopy Submissions: LIPA CEP Prescriptive Program □ 25 Hub Drive □ Melville, NY □ 11747

- \* AFTER you receive your Pre-Approval Letter, complete the project.

Once Project is Complete:

- \* Submit copies of itemized invoice showing the facility address, date and place of purchase and the model/part numbers of installed equipment.
- \* A LIPA representative will contact you to schedule a post-inspection
- \* After verification that all necessary requirements have been met, a LIPA representative will authorize payment and either mail a check to the applicant or apply a bill credit to the applicant's account

### Required Documents for All Projects

Document:	Responsible Party	Deliverable Timeline
<input type="checkbox"/> Assignment Letter (only required if rebate is assigned to contractor)	Customer	Pre-Installation
<input type="checkbox"/> Cut Sheets for All Measures	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Signed Application	Customer/Applicant	Pre-Installation
<input type="checkbox"/> 501(c) 3 (Not for profits only)	Customer	Pre-Installation
<input type="checkbox"/> W9 Form	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Completed Worksheet	LIPA Project Manager	Pre-Installation
<input type="checkbox"/> Pre-Inspection	LIPA Project Manager	Pre-Installation
<input type="checkbox"/> Invoices (reflecting total installed cost)	Customer/Applicant	Post-Installation
<input type="checkbox"/> Post Inspection	LIPA Project Manager	Post-Installation
<input type="checkbox"/> Invoice Verification	LIPA Project Manager	Post-Installation

### Additional Required Documents for Lighting Retrofit Projects Only

<input type="checkbox"/> Vendor's Proposal (if more than 100 fixtures)	Customer/Applicant	Pre-Installation
<input type="checkbox"/> POS receipt for measures L440, L440A, L600, L620, L630	Customer/Applicant	Post-Installation

### Additional Required Documents for Custom and Custom Retrofit Projects

<input type="checkbox"/> Statement of Work	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Construction Cost Estimates (i.e. proposal)	Customer/Applicant	Pre-Installation
<input type="checkbox"/> Minimum Requirements Document (MRD)	Customer/Applicant & LIPA Project Manager	Pre-Installation
<input type="checkbox"/> LIPA Custom Analysis	LIPA Project Manager	Pre-Installation
<input type="checkbox"/> LIPA Project Screening Tool	LIPA Project Manager	Pre-Installation
<input type="checkbox"/> LIPA Tech Review Check Sheet (completed)	LIPA Project Manager	Pre-Installation
<input type="checkbox"/> TA Study (if applicable)	LIPA Project Manager	Pre-Installation

### Additional Required Documents for Custom Retrofit Projects

<input type="checkbox"/> Financial Memorandum Of Understanding	Customer/Applicant & LIPA Project Manager	Pre-Installation
<input type="checkbox"/> TA Study	LIPA Project Manager	Pre-Installation

*Any hard copy documents provided by Customer must be scanned and uploaded by Project Manager*

#### For LIPA Use Only:

<input type="checkbox"/> Contact Information from Application (must include full address)	<input type="checkbox"/> Return Check Request
<input type="checkbox"/> Siebel Lead Partner field complete (Contractor information - name and full address)	<input type="checkbox"/> Siebel Not for Profit checked (when appropriate)

o Submitted and authorized by: \_\_\_\_\_ LIPA Project Manager  
 o Verified by: \_\_\_\_\_ Rebate Processing

*Final Invoice(s) Match Pre-Approved Amount within 10%*

\_\_\_\_\_  
 PM Initial

*If the proposed equipment either does not meet the eligibility requirements or is not listed below, the applicant may still be eligible for a Custom Rebate. Contact a LIPA representative or the LIPA infoline at 1-800-692-2626.*

### Eligibility Criteria:

#### **New Equipment:**

Must exceed standard efficiency

Must not be defined elsewhere in the Existing Building Application and Worksheets

#### **Replacement Equipment**

Proposed equipment must exceed standard efficiency

Equipment that is being replaced must be functioning and must not be beyond its useful life

### Procedure

Contact a LIPA representative or call the LIPA infoline at 1-800-692-2626

The LIPA representative will meet with the applicant to discuss the project. The LIPA Representative may schedule a project scoping meeting.

Project Scoping Meeting will be as needed. Attendees should include applicant, the project design team, and if necessary, a LIPA Technical Assistance firm. Applicant should bring all applicable building drawings (i.e., mechanical lighting and electrical blueprints). LIPA may require copies of these drawings to keep with the project file.

#### **Meeting deliverables include:**

Establishing a base case building design to which all parties agree

Developing a list of technically feasible electric energy conservation measures (ECMs).

ECMs should include electrical demand and energy savings, must exceed applicable energy code and should exceed other measure specific performance criteria identified in the Eligibility Tables in this application. Measures with no kW savings and that do not exceed performance criteria identified in the Eligibility Tables in this application may result in lower rebates.

TA Proposal/Study - as needed for Custom; required for Whole Building projects. Either a LIPA Representative or a TA Firm will analyze the project to determine the electrical energy savings and any potential rebates for equipment upgrades. During the course of the analysis and/or upon completion of the study, a LIPA representative will meet with the applicant and it's designees to present and discuss the study.

*Note: If LIPA requires the TA Study, LIPA will pay 100% of the study, up to \$10,000. If the cost of the study is greater than \$10,000, the customer may be required to pay 50% of any additional costs above \$10,000. LIPA limits it's contribution to TA studies to \$50,000*

Concurrently, a LIPA representative will complete additional required documents for technical review (see technical review checksheet). (Ex: worksheets, project screening)

Upon completion of these documents, the LIPA representative will submit the project for Pre-Approval

**Rebates must pass LIPA's cost/benefits screening. Rebates will not exceed LIPA's Electric Savings Benefits**